

#12

S/N 09/131,084

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	GUTH	Examiner:	W. NEUDER
Serial No.:	09/131,084	Group Art Unit:	3672
Filed:	AUGUST 7, 1998	Docket No.:	3616.111USC1
Title:	COMPOSITE MASONRY BLOCK		

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on March 20, 2000.

*Sharon R. Thorndike*  
Sharon R. Thorndike

**TERMINAL DISCLAIMER TO OBVIATE**  
**AN OBVIOUSNESS-TYPE DOUBLE PATENTING REJECTION**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Petitioner, Anchor Wall Systems, Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 5959 Baker Road, Suite 390, Minnetonka, Minnesota 55345, in the county of Hennepin, and the state of Minnesota represents that it is the owner of the entire right, title and interest in the above-identified Application by virtue of an assignment recorded at Reel 7604, Frame 0528, on August 25, 1995 in parent application 08/474,097 (now U.S. Patent 5,795,105). Petitioner further represents that it is the exclusive owner of the entire interest in U.S. Patent 5,795,105, issued August 18, 1998, by virtue of an assignment recorded at Reel 7604, Frame 0528, on August 25, 1995. Anchor Wall Systems, Inc. is the successor in interest to Block Systems Inc. as reflected by the Amendment of Articles of Incorporation recorded on August 13, 1998 at Reel 9407, from 0251. Attached herewith is a Certificate under 37 C.F.R.: § 3.73(b) establishing Anchor Wall's right as assignee to take action.

Petitioner, Anchor Wall Systems, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 5,795,105. Petitioner makes this disclaimer only to obviate the obviousness-type double patenting rejection made during the examination of the above-identified application but does not agree with, or admit to, the substance of the rejection. Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 5,795,105, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application prior to expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 5,795,105, in the event that U.S. Patent 5,795,105: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (Applicant's attorney) is empowered to act on behalf of the organization.

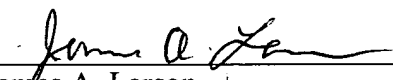
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903  
612/332-5300

Date: March 20, 2000

  
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James A. Larson  
Reg. No. 40,443  
JAL:PSTsrt

**THE STATEMENT BELOW IS FOR OFFICE USE ONLY**

In accordance with the decision granting the petition filed on \_\_\_\_\_, 2000, this terminal disclaimer is accepted. The period of patent lapse specified above has been accepted as equivalent to \_\_\_\_\_ months.



\_\_\_\_\_  
Petitions Examiner